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For amended plans only:

Fill in this information to identify your case:

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF TEXAS Debtor 1 Kenneth C. Tolman First Name Middle Name Last Name Debtor 2 (filing spouse) First Name Middle Name Last Name Case number: 19-10162 TXEB Local Form 3015-a					RT ar □ CI □ re □ cc □ de □ List the s	heck if this amende ny confirmation hear heck if this amende sponse to an initial ontinuance that cour enial. sections which have ended plan:	d plan is filed in denial order or a nted as an initial
			Cl	HAPTER 13 PI	_AN		
Part	1. N	otices					Adopted: Dec 2017
	To Debtor*: This plan form is designed for use when seeking an initial confirmation order. It sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. When you file this Plan, you must serve a copy of it upon each party listed on the master mailing list (matrix) of creditors as constituted by the Court on the date of service and evidence that service through a Certificate of Service affixed to this document that attaches a copy of the matrix of creditors which you						our ester mailing through eyou
				his case is available under	·	•	
	reditors:			ebtors when the case has been in			s.
100	euitors.	You should read th		discuss it with your attorney			e. If you do not
		confirmation of this confirmation hearin objection period ma	Plan. An objection ng. That date is listed ay be extended to 7	t of your claim as outlined in to confirmation must be filed d in ¶ 9 of the <i>Notice of Cha</i> , days prior to the confirmation on firm this plan without further	at least 14 days boter 13 Bankruptcy on hearing under the	pefore the date set for Case issued in this circumstances spec	or the plan case. The cified in LBR
Regardless of whether you are listed in the Debtor's matrix of creditors or in the Debtor's schedules, you must timely file a proof of claim in order to be paid under this Plan. The deadline for filing claims is listed in ¶ 8 of the Notice of Chapter Bankruptcy Case issued in this case. Disbursements on allowed claims will begin on the Trustee's next scheduled distribution date after the Effective Date of the Plan. See § 9.1.					otice of Chapter 13		
	The Debtor must check on box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the Plan.						
1.1	1.1 A limit on the amount of an allowed secured claim through a final determination of the value of property constituting collateral for such claim, as set forth in § 3.10 of this Plan, which may result in a partial payment or no payment at all to the secured creditor.						⋈ Not included
1.2		ce of a judicial lien as set forth in § 3.9	•	y, nonpurchase-money sec	curity	☐ Included	Not included
1.3 Potential termination and removal of lien based upon alleged unsecured status of claim of lienholder, as set forth in § 3.11 of this Plan.					Not included		
1.4	.4 Nonstandard provisions as set forth in Part 8.				Not included		

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Debtor	Kenneth C. Tolman Case number
Part	2: Plan Payments and Length of Plan
2.1	The applicable commitment period for the Debtor is months.
2.2	Unless the Court orders otherwise, beginning on the 30th day after the Petition Date* or the entry date of any order converting this case to Chapter 13, whichever is later, the Debtor will make regular payments to the Trustee throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of: * The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case. Constant Payments: The Debtor will pay \$200.00 per month for 60 months.
	Variable Payments: The Debtor will make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in Exhibit A to this Order and are incorporated herein for all purposes.
2.3	Mode of Payment. Regular payments to the Trustee will be made from future income in the following manner: [Check one] Debtor will make payments pursuant to a wage withholding order directed to an employer. ☑ Debtor will make electronic payments through the Trustee's authorized online payment system. ☐ Debtor will make payments by money order or cashier's check upon written authority of the Trustee. ☐ Debtor will make payments by other direct means only as authorized by motion and separate court order.
2.4	In addition to the regular monthly payments to the Trustee, and in the absence of a court order to the contrary, the Debtor is required to: (1) supply a copy of each federal income tax return, including all supporting schedules, filed during the Plan Term to the Trustee within 14 days of filing the return; and (2) remit to the Trustee within 14 days of receipt all federal income tax refunds received by each Debtor during the plan term which will be added to the plan base; provided, however, that the Debtor may retain from each such refund up to \$2,000.00 in the aggregate on an annual basis if the Debtor is current on the payment obligations to the Trustee under this Plan at the time of the receipt of such tax refund. The Debtor hereby authorizes the Trustee to endorse any federal income tax refund check made payable to the Debtor during the plan term.
2.5	Additional payments. [Check one] None. If "None" is checked, the rest of § 2.5 need not be completed.
2.6	Plan Base. The total amount due and owing to the Trustee under §§ 2.2 and 2.5 is
Part	3: Treatment of Secured Claims
3.1	Post-Petition Home Mortgage Payments. [Check one]
	No Home Mortgage. If "No Mortgage" is checked, the remainder of § 3.1 need not be completed.

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	_	enneth C. Tolman			_	e number __						
3.2	Cur	ing Defaults and Mair	ntenance of Direct Payment Obli	igations. [Check	one]							
		None. If "None" is ch	necked, the remainder of § 3.2 nee	ed not be complet	ed.							
3.3	Sec	Secured Claims Protected from § 506 Bifurcation. [Check one]										
		None. If "None" is checked, the remainder of § 3.3 need not be completed.										
	$\overline{\mathbf{A}}$	910 Claims. The cla	claims listed below were either:									
			nin 910 days before the Petition Da the personal use of the Debtor, or	910 days before the Petition Date and secured by a purchase money security interest in a motor vehicle personal use of the Debtor, or								
		(2) incurred withi	n 1 year of the Petition Date and	secured by a purc	hase money se	ecurity intere	est in any other thi	ng of value,				
		and are thus statutori	ly protected from bifurcation unde	r § 506(a) based	on collateral val	lue (a "910 (Claim").					
	payments in an initial amount calculated pursuant to LBR 3015(c)(1) shall be paid by the Debtor to the Trustee I 1 of the Plan for the benefit of holders of allowed 910 Claims secured by personal property as authorized by § 1 LBR 3015(c). Such payments shall be held by the Trustee solely for the benefit of the affected secured creditor exclusion of the Debtor and all other parties and shall be tendered by the Trustee at the earliest practicable time allowed 910 Claims secured by personal property as listed below, notwithstanding any failure by the Debtor to a confirmation of this Chapter 13 plan. Adequate protection payments to be distributed by the Trustee are subject of funds and the Trustee is authorized to make pro rata payments if available funds are insufficient to pay all adequates of the payments otherwise due. Such adequate protection payments to each affected secured claimant shall continue basis until the month in which equal monthly payments are initiated to such claimant under the Plan.											
	Each 910 Claim constitutes a separate class. Each 910 Claim will be paid in full by the Trustee with post-confirmation into accruing from the Effective Date of the Plan at the plan rate stated below. Upon confirmation of this Plan, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each 910 Claim listed bel such time as the allowed amount of each 910 Claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto control over any projected 910 Claim amount.											
	If the automatic stay is terminated as to property securing a 910 Claim treated under this subsection at any time during the Term, the next distribution by the Trustee on such 910 Claim shall be escrowed pending any possible reconsideration of termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall released to the holder of the 910 Claim and regular distributions on that 910 Claim shall be reinstituted. In the event that termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be relead distribution to other classes under this Plan and the 910 Claim shall thereafter be addressed solely under applicable state procedures and will no longer be treated by the Plan.											
		Claimant	Collateral Description	Adequate Protection Payment	910 Claim Amount	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee				
1. Wellspring FCU		ng FCU	2009 Harlely Super Glide	\$57.00 Month 1 through <u>35</u>	\$3,839.00	6.50%	\$109.00	\$4,610.95				
		2. Wellspring FCU 2008 Suzuki C90T										

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Debtor Kenneth C. Tolman Case number

Claims Subject to Bifurcation. The secured portion of each claim listed below (a "506 Claim") is equivalent to the lesser of:

(1) the value of the claimant's interest in the listed collateral or (2) the allowed amount of the claim. Each listed 506 Claim constitutes a separate class. Each 506 Claim will be paid by the Trustee with post-confirmation interest accruing from the Effective Date of the Plan at the plan rate stated below. If a 506 Claim is established as an oversecured claim, its holder is entitled to an additional component of pre-confirmation interest calculated at the contract rate and payable for the period from the Petition Date to the earlier of: (1) the Effective Date of the Plan, or (2) the date upon which the aggregate of such interest, plus the allowed amount of the 506 Claim, exceeds the value of the collateral. Such holder is responsible for establishing the oversecured amount and the applicable contract rate by sufficient evidence that is either satisfactory to the Trustee or otherwise by court order.

Based upon the Debtor's election to retain certain personal property that serves as collateral for a 506 Claim, adequate protection payments in an initial amount calculated pursuant to LBR 3015(c)(1) shall be paid by the Debtor to the Trustee beginning in Month 1 of the Plan for the benefit of holders of allowed 506 Claims secured by personal property as authorized by § 1326(a)(1)(C) and LBR 3015(c). Such payments shall be held by the Trustee solely for the benefit of the affected secured creditor to the absolute exclusion of the Debtor and all other parties and shall be tendered by the Trustee at the earliest practicable time to holders of allowed 506 Claims secured by personal property as listed below, notwithstanding any failure by the Debtor to achieve confirmation of this Chapter 13 plan. The Trustee shall apply adequate protection payments first to accrued interest, if applicable, and then to principal. Adequate protection payments to be distributed by the Trustee are subject to the availability of funds and the Trustee is authorized to make pro rata payments if available funds are insufficient to pay all adequate protection payments otherwise due. Such adequate protection payments to each affected secured claimant shall continue on a monthly basis until the month in which equal monthly payments are initiated to such claimant under the Plan.

Unless the Debtor invokes § 3.10 of this Plan to obtain a final valuation determination at the confirmation hearing regarding any listed 506 Claim, or an agreement with the holder of any listed 506 Claim regarding the value of its collateral is otherwise incorporated into the confirmation order, the value of collateral securing each 506 Claim is not finally determined upon the confirmation of this Plan. Upon confirmation of this Plan, however, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected Collateral Value of each 506 Claim as listed below until such time as the allowed amount of each such 506 Claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, or the subsequent entry of an order granting a separate motion for valuation of collateral pursuant to § 506 and Bankruptcy Rule 3012, shall control over any projected Collateral Value amount listed below.

If the automatic stay is terminated as to the property securing a 506 Claim at any time during the Plan Term, the next distribution by the Trustee on such 506 Claim shall be escrowed pending any possible reconsideration of the stay termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the 506 Claim and regular distributions on that 506 Claim shall be reinstituted. In the event that the stay termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this Plan and the 506 Claim shall thereafter be addressed solely under applicable state law procedures and will no longer by treated by the Plan.

Claimant	Collateral Description	Adequate Protection Payment	Total Claim Amount	Collateral Value	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
1. Conn's	Washer/Dryer	\$10.00 Month 1 through <u>35</u>	\$1,482.00	\$700.00	6.50%	\$20.55	\$843.19

3.5	Direct Payment of Secured Claims Not in Default.	[Check one]
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None. If "None" is checked, the remainder of § 3.5 need not be completed.

Direct Claims. Each of the following secured claims are designated for direct payment in accordance with the applicable contractual documents (a "Direct Claim"). The Debtor represents that each secured claim listed in this subsection was not in default on the Petition Date and either: (1) is protected from valuation under § 506(a) and payable at a contractual interest rate reasonable under the circumstances; or (2) should otherwise be approved by the Court based upon the justification provided. Without such representations by the Debtor, this subsection may not be utilized and the claim treatment must instead be addressed in § 3.4. Each listed secured claim constitutes a separate class.

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Debtor	ebtor Kenneth C. Tolman				Case number			
					_			
	Claimant	Collateral Descript	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Party to Make Payment	Date of Final Monthly Payment
1. Chry	sler Capital	2016 Jeep Cheroke	\$29,245.00	\$25,000.00	14.00%	\$531.00	☐ Debtor ☐ Co-Debtor ☑ Third Party Ricky Flores	Exceeds Plan Term
	Justification: Thi	rd Party Pay						
3.6	Surrender of Prop	perty. [Check one]						
	None. If "Nor	ne" is checked, the rem	ainder of § 3.6 need	not be complete	ed.			
	Surrender of Collateral and Related Stay Relief. The Debtor surrenders to each claimant listed below the property that secures that creditor's claim and requests that, upon confirmation of this plan, the automatic stay under § 362(a) be terminated as to the referenced collateral only and any co-debtor stay under § 1301 be terminated in all respects. The affected claimant shall have ninety (90) days after the Effective Date of the Plan to file a proof of claim, or an amended claim, regarding recovery of any deficiency balance from the Estate resulting from the disposition of the collateral. Any such allowed general unsecured claim will thereafter be treated in Part 5 below.					rminated as nant shall ecovery of		
	Claima	ant	Collateral Description			Collateral Location		
1. Well:	spring FCU		2015 Honda Side By Side					
2. Well:	spring FCU		2016 Sunset RV					
3.7	3.7 Lien Retention. The holder of a lien securing payment of a claim addressed in §§ 3.1 or 3.2 of this Plan shall retain its lien until the indebtedness secured by such lien is totally satisfied as determined under applicable non-bankruptcy law. The holder of a lien securing payment of any other allowed secured claim that is governed by this Plan shall retain its lien until the earlier of: (1) the total satisfaction of the indebtedness secured by the lien as determined under applicable non-bankruptcy law; or (2) the entry of a discharge order in favor of the Debtor under § 1328(a). In each instance, the provisions of this subsection may be superseded by a subsequent order of the Court.							
3.8	Maintenance of In	surance and Post-Pet	ition Taxes Upon R	etained Collate	eral.			
	For all property that secures the payment of an indebtedness and which is proposed to be retained by the Debtor under this Plan, the Debtor must maintain insurance coverage as required either by the applicable contractual documents governing the indebtedness or as may be directed by the Trustee. The Debtor must also pay all ad valorem taxes on property proposed to be retained by the Debtor under this Plan as they come due in the post-petition period. Such payment shall be tendered to the appropriate taxing authorities in accordance with applicable non-bankruptcy law on or before the last date on which such taxes may be paid without penalty.							
3.9	9 Lien avoidance. [Check one]							
	None. If "None" is checked, the remainder of § 3.9 need not be completed.							
3.10	10 Rule 3012 Valuation of Collateral. [Check one] None. If "None" is checked, the remainder of § 3.10 need not be completed.							
3.11	Lien Removal Bas	sed Upon Unsecured S	Status. [Check o	ne]				
	None. If "Nor	ne" is checked, the rem	ainder of § 3.11 need	d not be comple	eted.			

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Case number _

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Part	4:	Treatment of Administrative Expenses, DSO Claims and Other Priority Claims				
4.1	All allowed priority claims, other than those particular domestic support obligations treated in § 4.5, will be paid in full without post-confirmation interest. Where applicable, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each priority claim listed below until such time as the allowed amount of each priority claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected priority claim amount listed below.					
4.2	The	tee's Fees. Frustee's fees are fixed by the United States Trustee pursuant to the provisions of 28 U.S.C. § 586(e)(2) and, pursuant thereto, be promptly collected and paid from all plan payments received by the Trustee.				
4.3	Atto	rney's Fees.				
	the T	total amount of attorney's fees requested by the Debtor's attorney in this case is				
	The a	allowed balance of attorney's fees to be awarded to the Debtor's attorney in this case shall be determined by:				
	\checkmark	LBR 2016(h)(1); by submission of a formal fee application.				
		LBR 2016(h)(1): If the attorney's fee award is determined by the benchmark amounts authorized by LBR 2016(h), the total fee shall be the amount designated in LBR 2016(h)(1)(A) unless a certification is filed by the Debtor's attorney regarding the rendition of legal services pertaining to automatic stay litigation occurring during the Benchmark Fee Period outlined in that local rule. The Trustee is authorized to make the benchmark fee calculation and to recognize the proper enhancement or reduction of the benchmark amount in this case without the necessity of court order. No business case supplement to the benchmark fee shall be recognized unless a business case designation is granted on or before initial confirmation of the Plan.				
		Fee Application: If the attorney's fee award is determined by the formal fee application process, such fee application shall be filed no later than 30 days after the expiration of the Benchmark Fee Period outlined in LBR 2016(h)(1). If no application is filed within that period, the determination of the allowed amount of attorney's fees to the Debtor's attorney shall revert to the benchmark amounts authorized by LBR 2016(h)(1) without the necessity of any further motion, notice or hearing and the Trustee shall adjust any distributions in this class accordingly.				
4.4	Prior	ity Claims: Domestic Support Obligations ("DSO"). [Check one]				
	V	None. If "None" is checked, the remainder of § 4.4 need not be completed.				
4.5	Prior	ity Claims: DSO Assigned/Owed to Governmental Unit and Paid Less Than Full Amount. [Check one]				
	V	None. If "None" is checked, the remainder of § 4.5 need not be completed.				
4.6	Prior	ity Claims: Taxes and Other Priority Claims Excluding Attorney's Fees and DSO Claims. [Check one]				
	$\overline{\mathbf{A}}$	None. If "None" is checked, the remainder of § 4.5 need not be completed.				
Part	5:	Treatment of Nonpriority Unsecured Claims				
5.1	Spec	cially Classed Unsecured Claims. [Check one]				
	•	None. If "None" is checked, the remainder of § 5.1 need not be completed.				

Kenneth C. Tolman

Debtor

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Debtor	Kenneth C. Tolman	Case number				
5.2	.2 General Unsecured Claims.					
	Allowed nonpriority unsecured claims shall comprise a single	e class of creditors and will be paid:				
	100% + Interest at;					
	100% + Interest at with no future modi	fications to treatment under this subsection;				
	Pro Rata Share: of all funds remaining after payment	of all secured, priority, and specially classified claims.				
5.3	Liquidation Analysis: Unsecured Claims Under Parts 4 a	and 5.				
		Chapter 7 of the Bankruptcy Code, the holders of priority unsecured claims				
		cured claims under Part 5 of this Plan would be paid an aggregate sum of ular payment treatments elected under Parts 4 and 5 of this Plan, the				
	aggregate amount of payments which will be paid to the hold	ders of allowed unsecured claims under this Plan will be equivalent to or				
	greater than this amount.					
Part	6: Executory Contracts and Unexpired Leas	ses				
6.1	General Rule - Rejection. The executory contracts and un All other executory contracts and unexpired leases of the De	·				
	[Check one.]					
	None. If "None" is checked, the remainder of § 6.1 nee	ed not be completed.				
	Assumed Contracts/Leases. All cure claims arising from the assumption of the following executory contracts or unexpired leases will be treated as specified in § 3.2 of the Plan and must be listed therein in order to be assumed. Otherwise, post-petition installment payments for any assumed executory contract or unexpired lease agreement constitute a direct payment obligation ("DPO") of the Debtor for which the Debtor shall serve as the disbursing agent.					
	Counterparty	Description and Required Monthly Payment Amount of Assumed Executory Contract or Leased Property				
1.		\$53.03				
Prog	ressive	Lease				
Part	7: Vesting of Property of the Estate					
7.1	Property of the estate will vest in the Debtor only upon the electric court order to the contrary.	ntry of an order for discharge pursuant to § 1328, in the absence of a				
Part	8: Nonstandard Plan Provisions					
	None. If "None" is checked, the rest of Part 8 need not be completed.					
Part	Part 9: Miscellaneous Provisions					
9.1	Effective Date. The effective date of this Plan shall be the nonappealable order.	e date upon which the order confirming this Plan becomes a final,				
9.2	Plan Distribution Order. Unless the Court orders otherwise, disbursements by the Trustee under this Plan shall occur in the following order: (1) Trustee's fees under § 4.2 upon receipt; (2) adequate protection payments under §§ 3.3 and 3.4; (3) allowed attorney fees under § 4.3; (4) secured claims under §§ 3.2, 3.3 and 3.4 concurrently; (5) DSO priority claims under §§ 4.4 and 4.5 concurrently; (6) non-DSO priority claims under § 4.6; (7) specially classed unsecured claims under § 5.1; and (8) general unsecured claims under § 5.2.					

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Debtor	Kenneth C. Tolman	Case number					
9.3	9.3 Litigation Proceeds. No settlement of any litigation prosecuted by the Debtor during the Plan Term shall be consummated without the consent of the Chapter 13 Trustee and, except as otherwise authorized by the Trustee, all funds received by the Debtor, or any attorney for the Debtor, shall be immediately tendered to the Chapter 13 Trustee for satisfaction of any authorized exemption claim of the Debtor, with the remainder of the funds dedicated as an additional component of the plan base.						
Part	10: Signatures						
X /	s/ Robert W. Barron	Date 04/12/2019					
Sigr	nature of Attorney for Debtor(s)						
X /	s/ Kenneth C. Tolman	Date 04/12/2019					
X _		Date					
Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)							
and any	By filing this document, the attorney for the Debtor or any self-represented Debtor certifies to the Court that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in TXEB Local Form 3015-a, other than any nonstandard provisions included in Part 8, and that the foregoing proposed Plan contains no nonstandard provisions other than those included in Part 8.						
Part	11: Certificate of Service to Matrix as Currently	Constituted by the Court					
rare	detailed of dervice to matrix as currently	Constituted by the Court					
	ited by the Court on the date of service either by mailing a copy	n all of the parties as listed on the attached master mailing list (matrix) as of same to them via first class mail and/or electronic notification on					
		/s/ Robert W. Barron Robert W. Barron					

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Orange County P.O. Box 1568 Orange, TX 77631-1568

Southeast Texas Medical Center 2555 Jimmy Johnson Blvd. Port Arthur, TX 77640-2007

US Trustee Office of the U.S. Trustee 110 N. College Ave. Suite 300 Tyler, TX 75702-7231

End of Label Matrix Mailable recipients 14 Bypassed recipients Total 14 Barron (Barron Line P.O. Box 1347

Nederland, TX 77627-1347

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Conn's 7855 Memorial Blvd. Port Arthur, TX 77640-2014

Progressive 256 W. Data Dr. Draper, UT 84020-2315

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Small Business Administration P.O. Box 740192 Atlanta, GA 30374-0192

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